

CONTRACT AGREEMENT NO. P/ 28 /CA/AP-II/TRAFFIC-UNIFORM/2021-22, DATED 5/1/2021
FOR SUPPLY OF TRAFFIC COMPLETE UNIFORM TO KHYBER PAKHTUNKHWA TRAFFIC POLICE

This contract agreement is made and entered into on 5/1/2021 BY AND BETWEEN, the Governments of the Province of the Khyber Pakhtunkhwa, through Inspector General of Police (hereinafter referred as the "purchaser") which expression shall whenever the context requires, include his successor-in-interest, representative and assignee of the First part and M/S F & U Enterprises 70/A Guldasht Town, Zarar Shaheed Road, Lahore Cantt: (Pakistan) which expression shall whenever the context requires, include his successor-in-interest, representative and assignee of the second part.

Whereas the First party desirous to purchase Traffic Complete Uniform (Shirt & Trouser) as per description, approved specification through legal, transparent and fair means in the interest of the Police Department.

AND WHEREAS the Second party has the specialty in manufacturing and supply of the Traffic Complete Uniform (Shirt & Trouser) and is a registered unit under the law of Pakistan having its registered office at 70/A Guldasht Town, Zarar Shaheed Road, Lahore Cantt: (Pakistan).

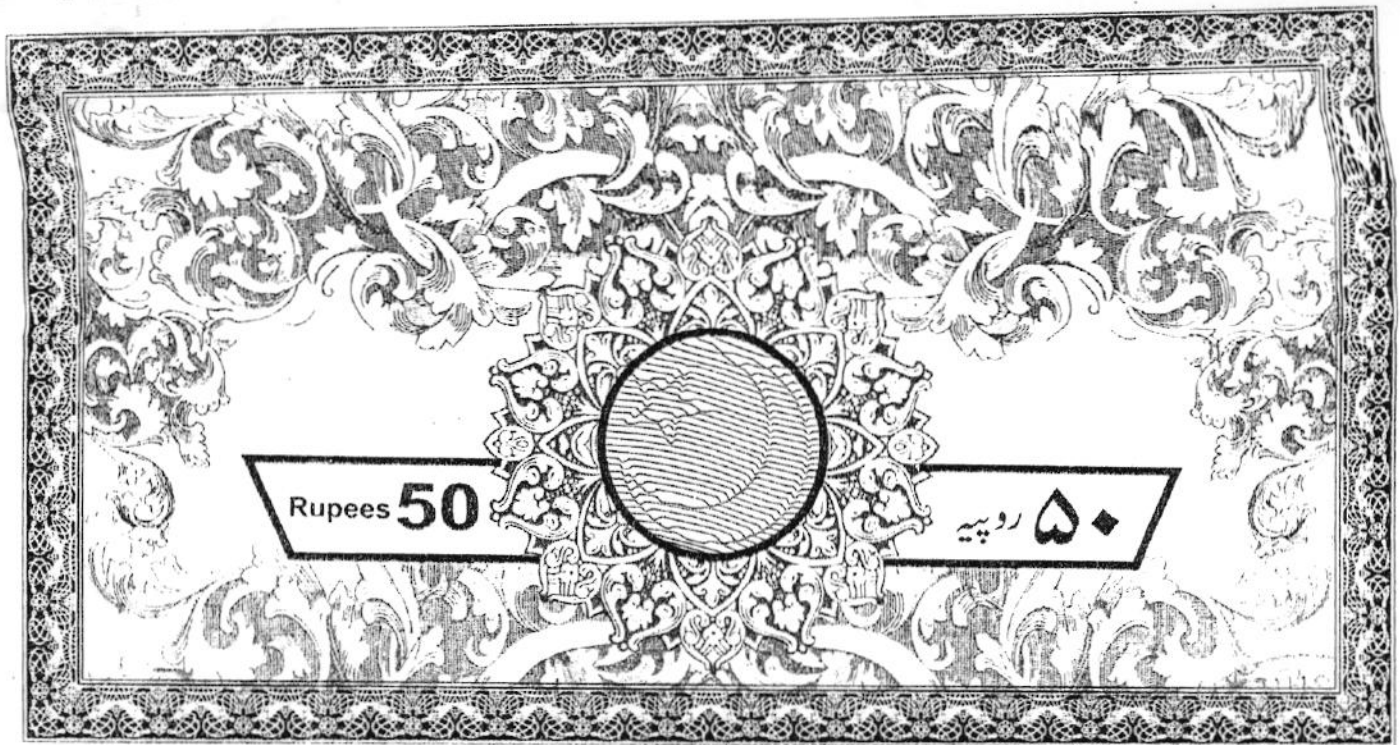
AND WHEREAS the First party invited tenders for supply of the Traffic Complete Uniform (Shirt & Trouser) and the Second party, being a successful bidder has accepted the offer of the Government in lieu of the consideration mutually agreed and on such terms and condition as may be reflected in this agreement.

NOW, THEREFORE, BOTH THE PARTIES HEREBY AGREED AS FOLLOWS:

1. Commencement, Duration and Extension:-

- 1.1 This agreement shall come into force on the date on which both the parties sign the agreement.
- 1.2 This agreement shall be for supply of the Traffic Complete Uniform (Shirt & Trouser) duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 2021-22 or final execution of the agreement as the case may be.

ATTESTED



2. Agreement Price and Product Specification:-

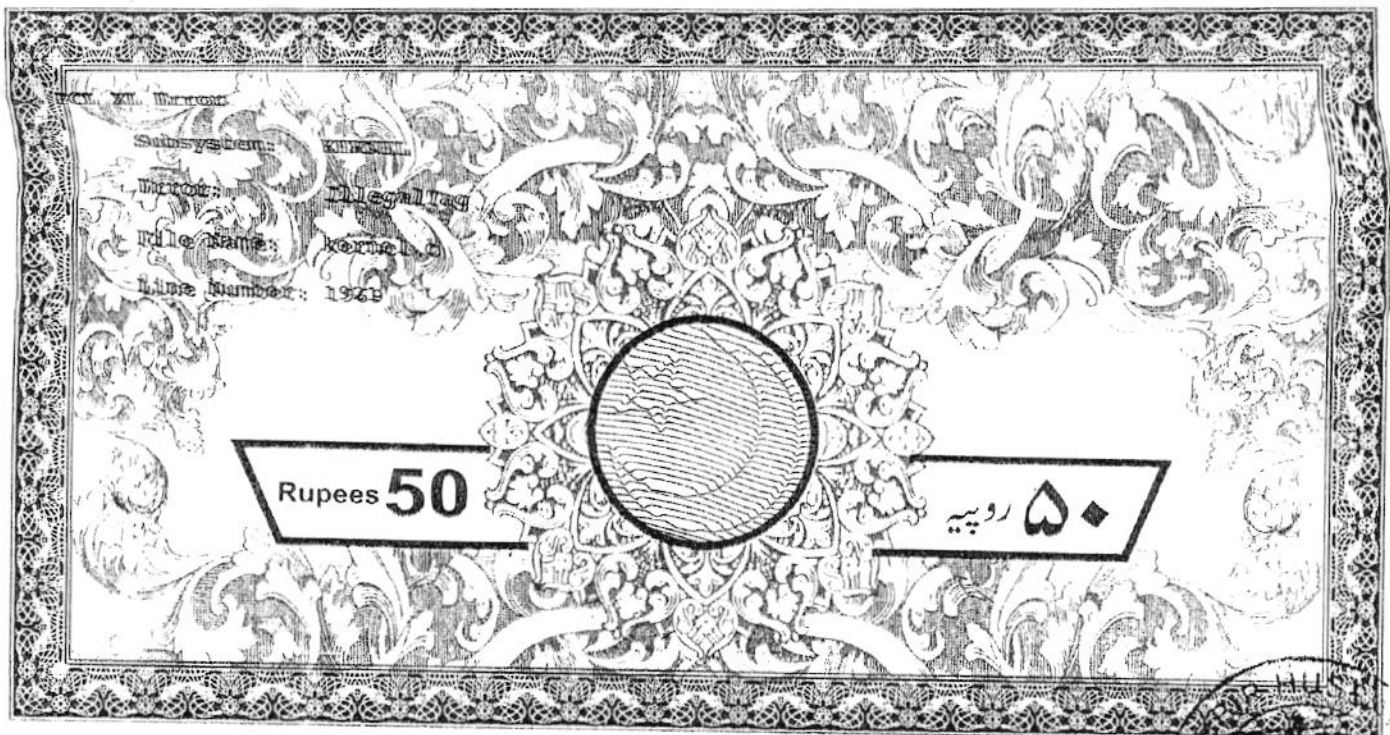
2.1 The agreement price for the current financial year 2021-22 and product particulars shall be as follows:-

S No.	Description of Articles with Specification	Qty	Unit Price	Total cost																																																																		
1.	Traffic Complete Uniform (Shirt & Trouser)	3,504 Pairs	Rs. 3,200/-	Rs. 11,212,800/- (Eleven million two hundred twelve thousand eight hundred only)																																																																		
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3. Responsibility of the Government:-

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of **Traffic Complete Uniform (Shirt & Trouser)** and shall make payment on delivery of the item after successful inspection by the inspection committee of the Government.
- 3.2 Coordination with the Seller/Supplier and placing demand and payment.
- 3.3 Government will be responsible for placing the demand list to the Supplier.



4. **Responsibility of the Seller/Supplier:-**

- 4.1 Coordination with the Government in supply of the store.
- 4.2 Completion of the delivery will be **90-Days** from the date of signing the contract.
- 4.3 Supplier will supply the store for Inspection by the Inspection Committee of the Government. Store will be accepted only after successful inspection by Inspection Committee of the Government. The Inspection Committee may acquire the services of a suitable testing facility if so required.
- 4.4 Supplier will be responsible for depositing performance security @ 10% of the total contract value in shape of CDR / Bank Guarantee.
- 4.5 Supplier will be responsible for removing the fault, repairing and replacing the defective store during warranty period of **1-Years**.
- 4.6 Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the Government from time to time.
- 4.7 Supplier will be responsible for payment of amount assessed by Government for damages suffered by Government due to violation of terms and condition of the contract.
- 4.8 In case of delayed supply the Government will be at liberty to impose liquidated damages @ 2% per month maximum up to 5% of the total contract price.
- 4.9 The store will be delivered to Centralized Godown at Malik Saad Shaheed Police Lines Peshawar.

5. **Applicable Law:-**

The Government as well as the Seller/Supplier shall undertake to comply with all the relevant laws especially Procurement Laws for the time being in force.

6. **Dispute Resolution:-**

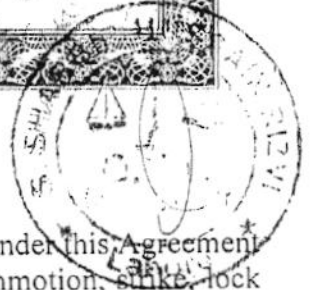
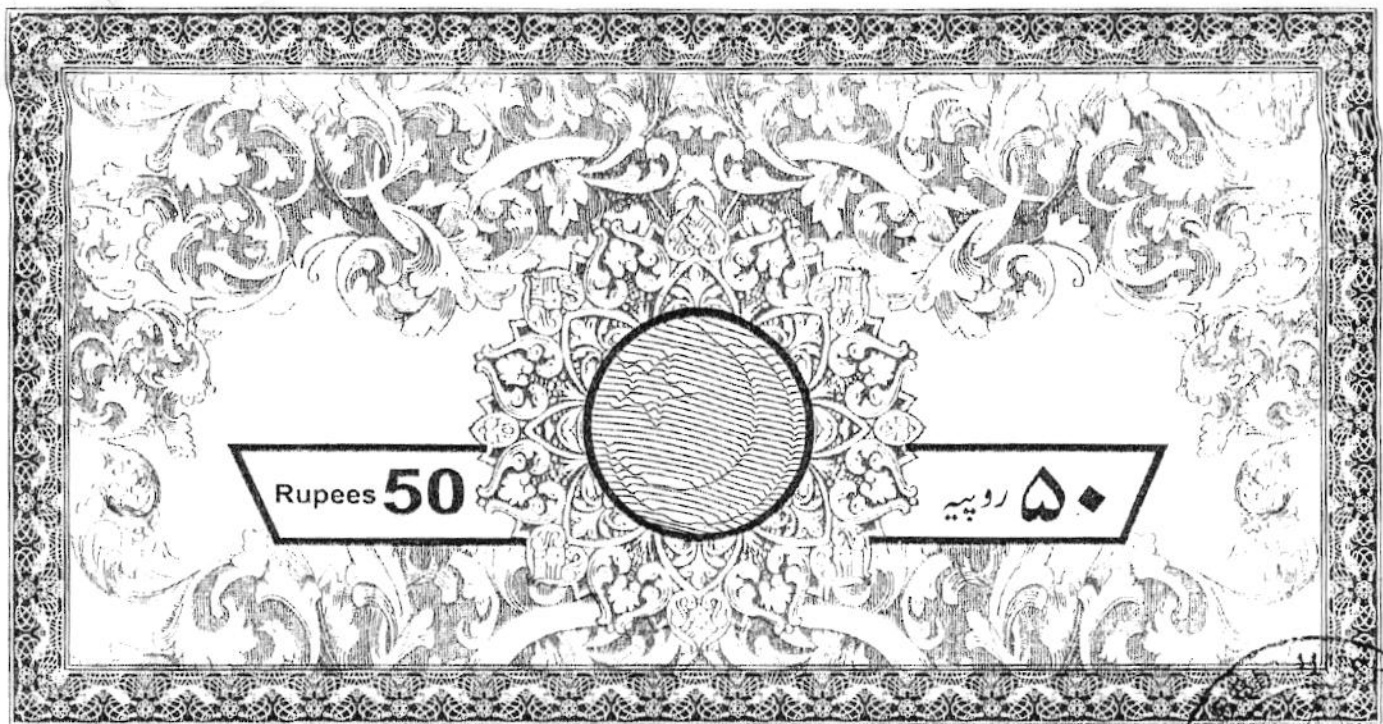
- 6.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this agreement.
- 6.2 In the event that a dispute arises between the parties that cannot be settled amicably, the dispute shall be referred to arbitration by a single arbitrator to be appointed by each party.
- 6.3 In case the dispute could not be resolved by the arbitrators, as so appointed, the matter shall be referred for arbitration under the arbitration Act, 1940. The decision under the said Act, in respect of the dispute, shall be final and binding on both the Parties. The seat of arbitration shall be Peshawar.

7. **Termination of Agreement:-**

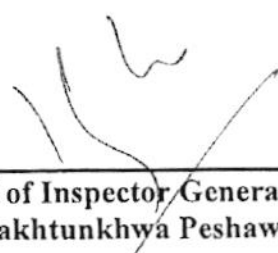
- 7.1 The Government may, at any time upon giving the Seller/Supplier thirty (30) days prior written notice to terminate this agreement, in case supplier fails to deliver as per conditions of the contract.
- 7.2 Government can terminate the agreement when any change occur which, in the opinion of the Government, impair or vary significantly the terms and conditions of this agreement; and
- 7.3 Consequently upon the termination the Government or the Supplier, as the case may be, shall reimburse each other for any loss or damage arising out of the termination.

8. **Notices:-**

- 8.1 Any notice given under the provisions of this agreement shall be in writing and if sent by registered mail, and shall be deemed to have been served on the following days i.e. date of posting, appropriately addressed. If notice is sent by telex or fax it shall be deemed to have been served when transmissions thereof to the appropriate telex or fax number sent out by the sender is received.



9. **Force Majeure:-**
 9.1 The Parties shall not be responsible for any delay in fulfillment of the obligations under this Agreement due to circumstances of Force Majeure, such as acts of God, war, riots, civil commotion, strike, lock outs and other circumstances and disturbances, which are beyond the control of both the Parties. Any Party unable to fulfill the obligations under this Agreement shall immediately within one week inform other Party of the beginning and discontinuation of such circumstances. In the case of fulfillment of the obligations, the time of limit shall be extended for a corresponding period of time.



 For and on behalf of Inspector General of
 Police, Khyber Pakhtunkhwa Peshawar

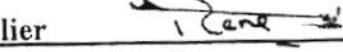


Supplier

Name : Rana Usman Ali
 Designation : CEO
 CNIC No : 35201-2026943-3



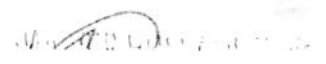
WITNESS
 AIG (F&P) CPO PESHAWAR

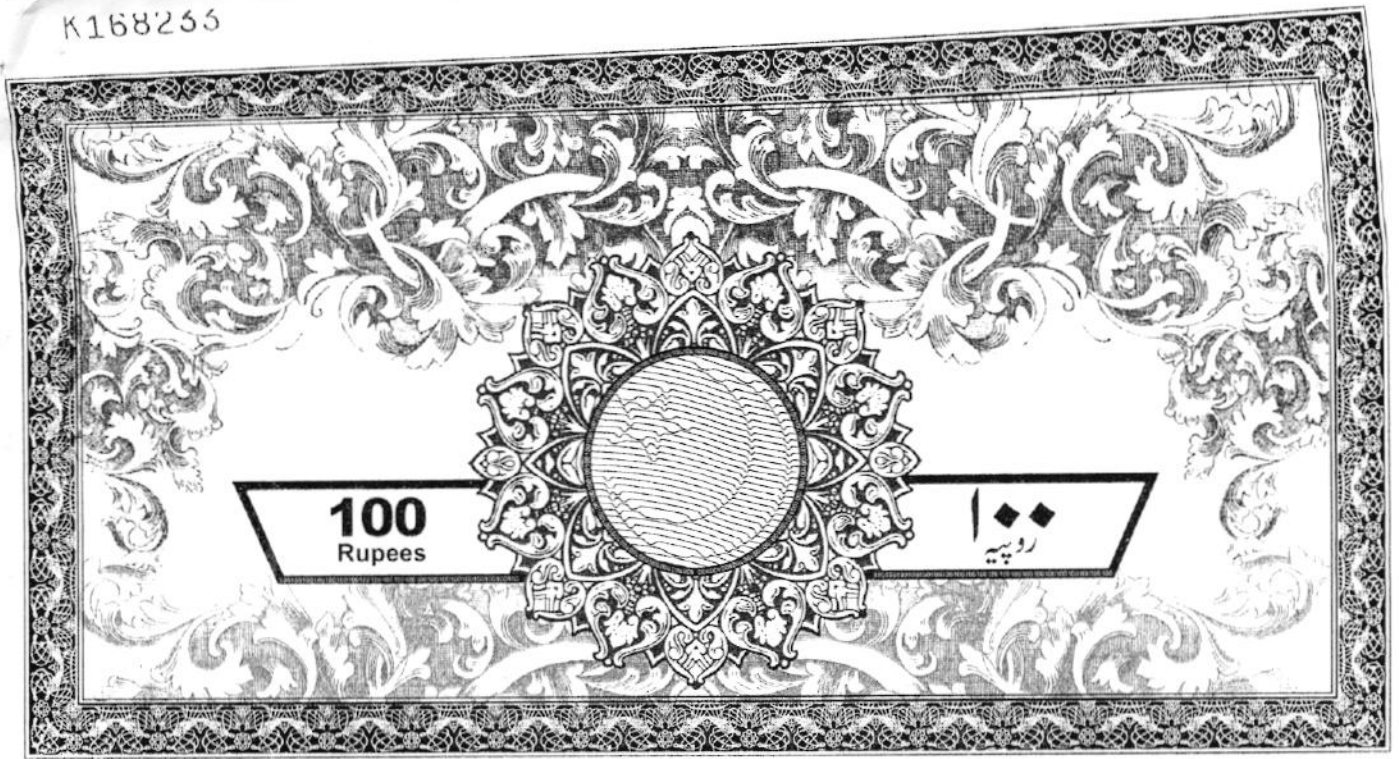


Witness by Supplier
 Name : Hafiz Amir Ali
 F. Name : Rana Shaukat Ali
 CNIC No : 35201-9024580-7



ATTESTED





**CONTRACT AGREEMENT NO. P/ 34 /CA/AP-II/TRAFFIC-UNIFORM/2021-22, DATED 05/01/2022
FOR SUPPLY OF UPS 6-KVA TO KHYBER PAKHTUNKHWA TRAFFIC POLICE**

This contract agreement is made and entered into on 05/01/2022 BY AND BETWEEN, the Governments of the Province of the Khyber Pakhtunkhwa, through Inspector General of Police (hereinafter referred as the "purchaser") which expression shall whenever the context requires, include his successor-in-interest, representative and assignee of the First part and M/S AYA Corporation, Suit # 302, 3rd Floor, Sheikh Yaseen Trade Centre University Road Peshawar (Pakistan) which expression shall whenever the context requires, include his successor-in-interest, representative and assignee of the second part.

Whereas the First party desirous to purchase UPS 6-KVA as per description, approved specification through legal, transparent and fair means in the interest of the Police Department.

AND WHEREAS the Second party has the specialty in manufacturing and supply of the UPS 6-KVA and is a registered unit under the law of Pakistan having its registered office at Suit # 302, 3rd Floor, Sheikh Yaseen Trade Centre University Road Peshawar (Pakistan).

AND WHEREAS the First party invited tenders for supply of the UPS 6-KVA and the Second party, being a successful bidder has accepted the offer of the Government in lieu of the consideration mutually agreed and on such terms and condition as may be reflected in this agreement.

NOW, THEREFORE, BOTH THE PARTIES HEREBY AGREED AS FOLLOWS:

1. Commencement, Duration and Extension:-

- 1.1 This agreement shall come into force on the date on which both the parties sign the agreement.
- 1.2 This agreement shall be for supply of the UPS 6-KVA duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 2021-22 or final execution of the agreement as the case may be.

2. Agreement Price and Product Specification:-

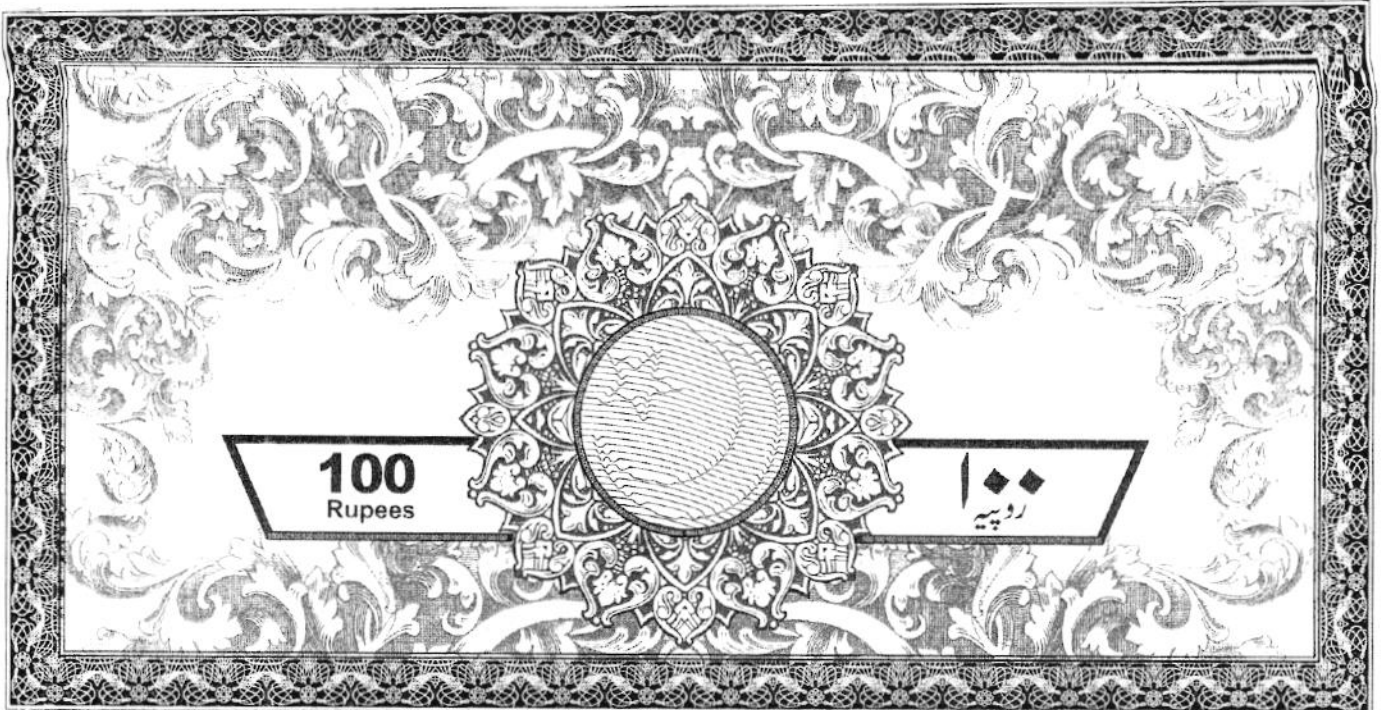
- 2.1 The agreement price for the current financial year 2021-22 and product particulars shall be as follows:-

S No.	Description of Articles with Specification	Qty	Unit Price	Total cost
1.	<u>UPS 6-KVA</u> <ul style="list-style-type: none"> • 6 KVA Online with built in battery bank (Branded) • Backup Time: 60-Minutes minimum or more • One year warranty 	3	Rs. 497,999.97	Rs. 1,493,999.91 (One million four hundred ninety three thousand nine hundred ninety nine and ninety one paise only)

3. Responsibility of the Government:-

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of UPS 6-KVA and shall make payment on delivery of the item after successful inspection by the inspection committee of the Government.
- 3.2 Coordination with the Seller/Supplier and placing demand and payment.
- 3.3 Government will be responsible for placing the demand list to the Supplier.



4. Responsibility of the Seller/Supplier:-

- 4.1 Coordination with the Government in supply of the store.
- 4.2 Completion of the delivery will be **90-Days** from the date of signing the contract.
- 4.3 Supplier will supply the store for Inspection by the Inspection Committee of the Government. Store will be accepted only after successful inspection by Inspection Committee of the Government. The Inspection Committee may acquire the services of a suitable testing facility if so required.
- 4.4 Supplier will be responsible for depositing performance security @ 10% of the total contract value in shape of CDR / Bank Guarantee.
- 4.5 Supplier will be responsible for removing the fault, repairing and replacing the defective store during warranty period of **1-Years**.
- 4.6 Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the Government from time to time.
- 4.7 Supplier will be responsible for payment of amount assessed by Government for damages suffered by Government due to violation of terms and condition of the contract.
- 4.8 In case of delayed supply the Government will be at liberty to impose liquidated damages @ 2% per month maximum up to 5% of the total contract price.
- 4.9 The store will be delivered to Centralized Godown at Malik Saad Shaheed Police Lines Peshawar.

5. Applicable Law:-

The Government as well as the Seller/Supplier shall undertake to comply with all the relevant laws especially Procurement Laws for the time being in force.

6. Dispute Resolution:-

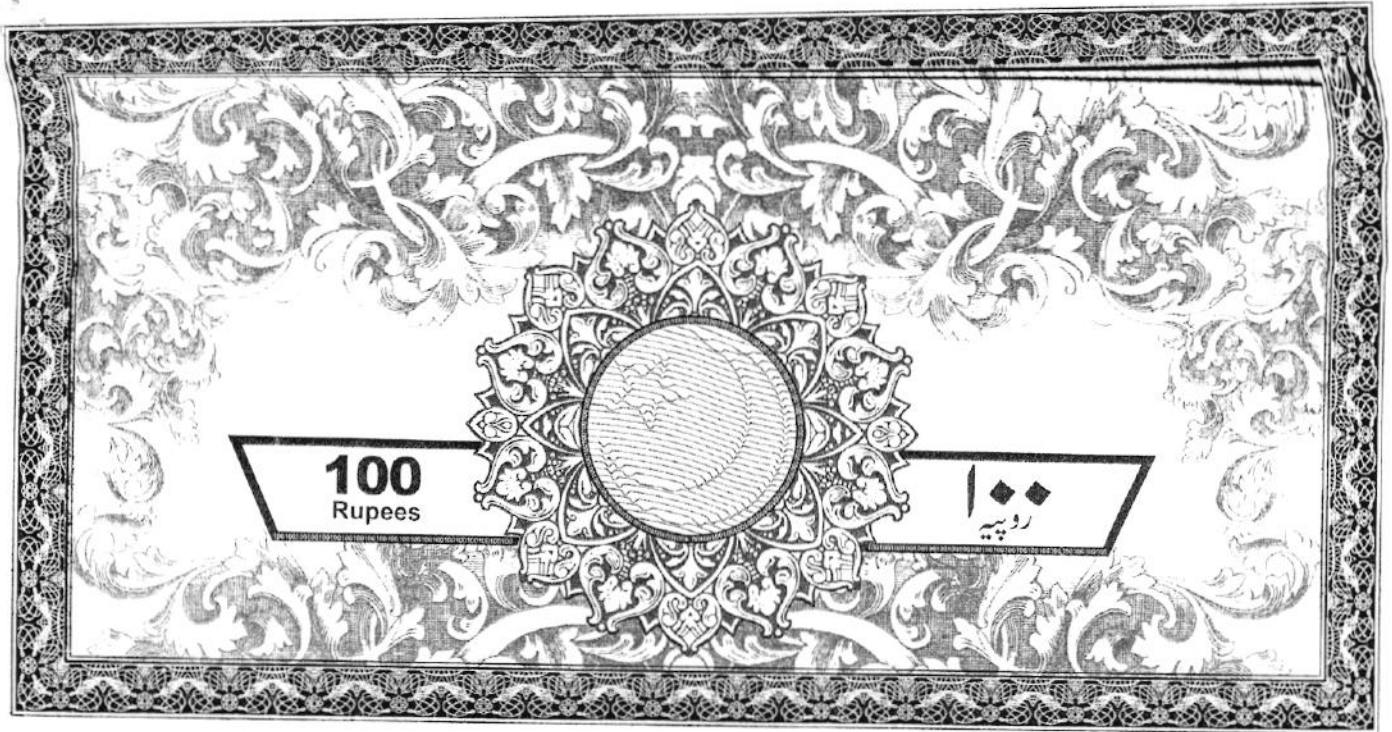
- 6.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this agreement.
- 6.2 In the event that a dispute arises between the parties that cannot be settled amicably, the dispute shall be referred to arbitration by a single arbitrator to be appointed by each party.
- 6.3 In case the dispute could not be resolved by the arbitrators, as so appointed, the matter shall be referred for arbitration under the arbitration Act, 1940. The decision under the said Act, in respect of the dispute, shall be final and binding on both the Parties. The seat of arbitration shall be Peshawar.

7. Termination of Agreement:-

- 7.1 The Government may, at any time upon giving the Seller/Supplier thirty (30) days prior written notice to terminate this agreement, in case supplier fails to deliver as per conditions of the contract.
- 7.2 Government can terminate the agreement when any change occur which, in the opinion of the Government, impair or vary significantly the terms and conditions of this agreement; and
- 7.3 Consequently upon the termination the Government or the Supplier, as the case may be, shall reimburse each other for any loss or damage arising out of the termination.

8. Notices:-

- 8.1 Any notice given under the provisions of this agreement shall be in writing and if sent by registered mail, and shall be deemed to have been served on the following days i.e. date of posting, appropriately addressed. If notice is sent by telex or fax it shall be deemed to have been served when transmissions thereof to the appropriate telex or fax number sent out below has been received.



9. **Force Majeure:-**

9.1 The Parties shall not be responsible for any delay in fulfillment of the obligations under this Agreement due to circumstances of Force Majeure, such as acts of God, war, riots, civil commotion, strike, lock outs and other circumstances and disturbances, which are beyond the control of both the Parties. Any Party unable to fulfill the obligations under this Agreement shall immediately within one week inform other Party of the beginning and discontinuation of such circumstances. In the case of fulfillment of the obligations, the time of limit shall be extended for a corresponding period of time.

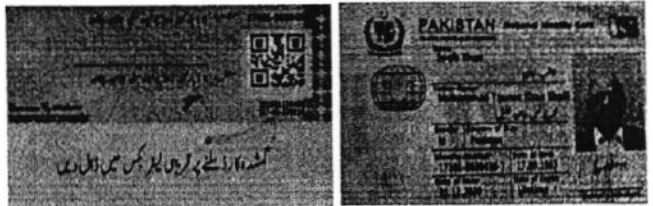
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For and on behalf of Inspector General of Police, Khyber Pakhtunkhwa Peshawar

[Handwritten signature]

AYA CORPORATION PESHAWAR

Supplier
Name : Saqib Khan
Designation : CEO
CNIC No : 17301-8030430-7



[Handwritten signature]

WITNESS
AIG (F&P) CPO PESHAWAR

AYA CORPORATION PESHAWAR

Witness by Supplier
Name : Faiz Ur Rahman Shabab
F. Name : Abdur Rahman Shabab
CNIC No : 17301-1450981-5

